

STATE OF DELAWARE
DEPARTMENT OF FINANCE
DIVISION OF ACCOUNTING

2004 W-2 LASER IMAGED FORMS AND
TECHNICAL ASSISTANCE

CONTRACT NO. 04-01

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for 2004 W-2 Laser Imaged Forms and Technical Assistance. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. 04-01

1. DEFINITIONS
2. GENERAL PROVISIONS
3. SPECIAL PROVISIONS
4. BID QUOTATION REPLY SECTION
 - A - W-2 SPECIFICATIONS
 - B - NO BID REPLY FORM
 - C - NON-COLLUSION STATEMENT AND ACCEPTANCE
 - D - QUOTATION

The bid quotation reply section must be executed completely and correctly and returned in the enclosed self-addressed envelope by 3:00 P.M., September 1, 2004, to be considered.

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please submit your inquiries to Vickie.Burns@state.de.us. Responses to inquiries will be made within one business day and will be posted on the Division of Accounting web site (www.state.de.us/account/default.shtml).

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DEFINITIONS
AND
GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part invitation to bid. The requirements to furnish a bid bond and performance bond are applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representative are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

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DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

ORGANIZATION: Contracting State Organization as noted on cover sheet.

DESIGNATED OFFICIAL: The agent authorized to act for the Organization.

BID INVITATION: The “bid invitation” or “invitation to bid” is a packet of material sent to vendors and consists of General Provisions, Special Provisions, Specifications, and enclosures.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Organization, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specified conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

PROPOSAL: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Organization if the work to be performed or the material or equipment to be furnished is awarded to him.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Organization.

CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

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SECTION A-GENERAL PROVISIONS

1. BID INVITATION:

See “ Definitions”.

2. PROPOSAL FORMS:

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting his bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid prices, total bid prices, etc.

3. INTERPRETATION OF ESTIMATES

- a. The attention of bidders is called to the fact that unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible Organization as deemed necessary during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. SILENCE OF SPECIFICATIONS:

The apparent silence of the specifications as to any detail, or the apparent omissions from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder made examination of the aforementioned conditions.

6. PREPARATION OF PROPOSAL:

- a. The bidder’s proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price only (where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items

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7. PRICES QUOTED:

The prices quoted are those for which the material will be furnished F.O.B. Ordering Organization and include all charges that may be imposed during the period of the contract.

8. DISCOUNT:

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price (s).

9. SAMPLES OR BROCHURES:

Samples or brochures may be required by the Organization for evaluation purposes. They shall be such as to permit the Organization to compare and determine if the item offered complies with the intent of the specifications.

10. PROPOSAL GUARANTY; BID BOND:

- a. Each bidder shall submit with his proposal a guaranty in sum equal to at least 10% of the total value of his bid, according to Delaware Code Title 29, Section 6906.
- b. This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Organization, or a certified Check drawn on a reputable banking institution and made payable to the Organization in the requirement amount. If the Organization bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Organization bond form.

11. DELIVERY OF PROPOSALS:

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address (a) listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address (b) listed below.

- a. U.S. Mail:
DEPT. OF FINANCE
DIVISION OF ACCOUNTING
THOMAS COLLINS BUILDING
540 S. Dupont Hwy Suite 3
DOVER DE 19901

STATE OF DELAWARE
DEPARTMENT OF FINANCE
DIVISION OF ACCOUNTING

b. Other Delivery: DEPT. OF FINANCE
 DIVISION OF ACCOUNTING
 THOMAS COLLINS BUILDING-2ND FL.
 540 S. DUPONT HIGHWAY
 DOVER, DE 19901

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

12. WITHDRAWAL OF PROPOSALS:

A bidder may withdraw his proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

13. PUBLIC OPENING OF PROPOSALS:

The bids shall be publicly opened at the time and place specified by the Organization. Bidders or their authorized representatives are invited to be present.

14. DISQUALIFICATIONS OF BIDDERS:

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performances record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

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SECTION B -AWARD EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS:

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do work otherwise, or to abandon the work if in the judgement of the Organization or its agent, the best interest of the State will be prompted thereby.

2. MATERIAL GUARANTY:

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT:

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of the official notice of the award of the contract, his proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or readvertised, as the Organization may decide.

5. REQUIREMENT OF CONTRACT BOND:

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Organization with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provision. Said bonds shall be conditioned upon the faithful performances of the contract.
- b. The bond forms shall be provided by the Organization and the surety shall be acceptable to the Organization.

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6. WARRANTY

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performances.

7. THE CONTRACT(S):

The contract(s) with the successful bidder(s) will be executed with the Department of Administrative Services, Division of Purchasing acting for all participating Organizations.

8. RETURN OF BIDDER'S DEPOSIT:

The deposit shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. INFORMATION REQUIREMENT

The successful bidders shall be required to advise the Department of Administrative Services, Division of Purchasing of the gross amount of purchases made as a result of the contract.

10. CONTRACT EXTENSIONS:

The State reserves the right to extend this contract on a month-to month basis for a period of up to three months.

11. TERMINATION FOR CONVENIENCE:

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract by providing 60 days written notice to the vendor.

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SECTION C – GENERAL

1. AUTHORITY OF ORGANIZATION

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decisions of the Organization shall be final and binding.

2. LAWS TO BE OBSERVED

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Organization, and all Officers, Organization and servants thereof against any claims or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

3. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc., required by local, State or Federal Laws, shall be provided by the contractor at his own expense.

4. PATENTED DEVICES, MATERIAL AND PROCESSES:

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Organization.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Organization, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. EMERGENCY TERMINATION OF CONTRACT:

- a. Due to restrictions, which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to established by the United States Government and if, in the opinion of the Organization, it is impractical to substitute other available material, or the work cannot be completed within a complete the items of work included in the contract because of restrictions reasonable time,

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the incomplete portions of the work may be cancelled, or the contract may be terminated.

6. TAX EXEMPTION:

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material that is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Organization. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of section 3475 (b) of the Internal Revenue code, as amended by Public Law 180 (78th Congress). The contractor shall pay all transportation charges. Each bidder shall take his exemption into account in calculating his bid for his work.

7. OR EQUAL (PRODUCTS BY NAME):

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performances and endurance qualities of the material offered is equal or superior to that specified.

8. BASIS OF AWARD:

The Department of Administrative Services, Division of Purchasing will award this contract to the lower responsible bidder(s) which in their judgement best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6907. Personnel with experience and technical background may be utilized by the Department of Administrative Services, Division of Purchasing in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. INVOICING:

After the awards are made, the Organizations participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. State Payment Voucher PV must be submitted by the vendor to the individual Organizations upon the Organization acceptance of delivered material. This invoice form PV is supplied to the vendor(s) with the purchase orders.

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SECTION D- EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

During the performances of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applications are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships.
- b. The contractor agrees to post in conspicuous places, notices to be provided by the contracting Organization setting forth the provisions of this non-discrimination clause.
- c. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified appliances will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- d. The term “contractor for public works” means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

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CONTRACT NO. 04-01

2004 W-2 LASER IMAGED FORMS AND TECHNICAL ASSISTANCE

SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the purchase of 2004 W-2 Laser Imaged Forms and Technical Assistance for Department of Finance, Division of Accounting in accordance with the specifications enclosed.

2. **CONTRACT PERIOD:**

The contract shall be valid for a one (1) year period from the signed contract date. This contract may be renewed for up to three (3) additional years under the same terms and conditions. Agreement on these optional years must be in writing from both the contractor(s) and the Division of Accounting and must be completed no later than ninety (90) days prior to the termination of the current agreement.

4. **PRICES:**

Prices will remain firm for the term of the contract.

5. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the second and/or third optional years, the Division of Accounting shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

6. **SHIPPING TERMS:**

F.O.B. destination.

7. **QUANTITIES:**

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible Organization as deemed necessary during the period of the contract.

8. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

9. **BID BOND REQUIREMENT:**

Bid Bond Waived.

10. **PERFORMANCE BOND REQUIREMENT:**

Performance Bond Waived.

11. **BASIS OF AWARD:**

The Division of Accounting shall award this contract to the lowest responsible bidder who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

The Division of Accounting reserves the right to reject any or all bids in whole or in part, to make partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

12. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful bidder shall either furnish the Division of Accounting with proof of State of Delaware Business License or initiate the process of application. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone at the following number: (302) 577-8250 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your Organization to applicable fines and/or interest penalties.

13. **HOLD HARMLESS:**

The successful bidder agrees that it shall indemnify and hold the State of Delaware and all its Organizations harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

14. **NON-PERFORMANCE:**

In the event the vendor (successful bidder) does not fulfill its obligations under the terms and conditions of this contract, the ordering Organization may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. Under no circumstances

shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

15. **FORCE MAJEURE:**

Neither the vendor nor the ordering Organization shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other of any situation that may prevent performance under the terms and conditions of this contract.

16. **EXCEPTIONS:**

Bidders may elect to take minor exception to the terms and conditions of the I-T-B. The Division of Accounting shall evaluate each exception according to the intent of the terms and conditions contained herein, but the Division of Accounting must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

17. **LETTERS OF REFERENCE:**

In order to have your bid considered, please supply at least three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

18. **ORDERING PROCEDURE:**

Successful bidders are required to have either a local telephone number within the (302) area code, a toll-free (800) number, or agree to accept collect calls. Each Organization is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems.

19. **BILLING:**

The successful vendor is required to "Bill as Shipped" to the Division of Accounting.

20. **PAYMENT:**

The Division of Accounting will authorize and process for payment each invoice within thirty (30) days after the date of receipt.

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BID QUOTATION REPLY SECTION

CONTRACT NO. 04-01

2004 W-2 LASER IMAGED FORMS AND TECHNICAL ASSISTANCE

Please fill out the attached forms fully and completely and return to the Division of Accounting by Wednesday, September 1, 2004, 3:00 p.m. Bids will be opened on Thursday, September 2, 2004 at 9:30 a.m. in the second floor small conference room of the Thomas Collins Building, 540 S. DuPont Highway, Dover, Delaware.

PUBLIC BID OPENINGS

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The Organization conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the names(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting Organization (Division of Accounting) until such time that the responsiveness of each bid has been determined.

After completion of the bid tabulation, the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information. Prior to attending a bid opening, it is recommended that the respective contract officer be contacted to determine what information will be disclosed at the opening.

W-2 SPECIFICATIONS - 2004

SUBJECT: Bid solicitation for W-2 Technical Assistance and Laser Imaged Forms for 2004.

CUSTOMER: The State of Delaware, Department of Finance, Division of Accounting, PHRST Payroll Unit.

CONFIDENTIALITY: Confidentiality of all State of Delaware employee data will be maintained.

DESCRIPTION: The bid is to be based on 48,500 W-2's. Over 46,500 2003 W-2's were issued. The vendor is to provide technical assistance; "turn-key" laser imaging/mailling/etc.; and production of W-2 microfiche/etc. as specified below.

Technical assistance will include timely and accurate responses and/or materials regarding W-2 specifications, test/production steps and outcomes and will include periodic meetings in Dover, DE with staff of PHRST Payroll and/or the State computing center.

The vendor is expected to provide:

- 1) A mutually agreed upon written schedule of events and process steps from receipt of order through a W-2 mail date.
- 2) A primary point of contact (Name, Title, telephone number, and e-mail address).
- 3) IRS and non-IRS program specifications to PHRST Payroll for review.
- 4) Program specification changes made and returned to PHRST Payroll in sufficient time for analysis, implementation and testing.
- 5) Acceptance of PeopleSoft output (TAX913) as the print file format.
- 6) Test run(s) of W-2 generation to PHRST Payroll on agreed upon schedule including control totals for verification.
- 7) Sample W-2's, audit verification, etc. from the above test(s).
- 8) Verification (oral and written) of required test(s) and live W-2 totals provided by PHRST Payroll as well as dump of first fifty (50) records and W-2 overlay.
- 9) An early to mid-January, 2005 production schedule with sufficient notice to PHRST Payroll of any problems with the "live" data and resolution of same.
- 10) Laser imaged one (1) page multi-part W-2 forms which satisfy IRS/OMB specifications. (Sample of laser printed 2004 W-2 available)
- 11) Envelopes for laser printed 2004 W-2s.
- 12) Stuffing of envelopes.
- 13) Affixing of postage (Note: Vendor to be reimbursed by the State or the State provides check based on 48,500 and Vendor returns balance).
- 14) W-2 mailing as early as possible before January 31, 2005, as pre-sorted first-class mail utilizing present 5-digit zip converted into "Zip + 4", utilizing pre-sort and other available cost-saving steps.
- 15) "No-mail" W-2s provided to PHRST Payroll in unsealed envelopes by next business day delivery.
- 16) "Notices to employee" messages on the reverse side of the employees' W-2 copy (i.e. copies to file, explanations about blocks, Earned Income Credit, etc.)
- 17) Microfiche (original black and white, plus 1 copy) of W-2 data in Social Security Number order at 42X magnification.
- 18) W2 images on CD Rom (4 copies) in Social Security Number order.

The above are draft specifications and therefore subject to modification. These specifications are neither "final" nor "inclusive" though they are intended to, as specifically as possible, provide prospective bidders with insight to what has worked in our experience as well as our anticipated needs.

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THOMAS COLLINS BUILDING
540 S. DUPONT HWY
DOVER, DE 19901

NO BID REPLY FORM

BID #04-01 BID TITLE: 2004 W-2 LASER IMAGED FORMS & TECHNICAL ASSISTANCE

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation but does not wish to bid, state their reason(s) below and return in the enclosed envelope: This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bonafide bid.

Unfortunately, we must offer a "No Bid" at this time because:

- _____ 1. We do not wish to participate in the bid process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:
- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:
- _____ 6. We do not sell the items/services on which Bids are requested.
- _____ 7. Other: _____

FIRM NAME

Signature

- _____ We wish to remain on the Bidder's List.
- _____ We wish to be deleted from the Bidder's List.

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TITLE: 2004 W-2 LASER IMAGED FORMS AND TECHNICAL ASSISTANCE

DATE: 07/04

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Division of Accounting.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions.

NAME OF BIDDER _____

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____

TITLE _____

ADDRESS OF BIDDER _____

PHONE NUMBER _____

PURCHASE ORDERS SHOULD BE SENT TO: _____

COMPANY NAME _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____

FEDERAL E.I. NUMBER _____

STATE OF DELAWARE
LICENSE NUMBER _____

**THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED
SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, 2004.**

Notary Public

City of _____
County of _____
State of _____
My commission expires _____

STATE OF DELAWARE
DEPARTMENT OF FINANCE
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BID QUOTATION

DELIVERY CONTRACT TOTAL VALUE \$ _____

Ship Stock _____ days ARO COMPANY

Ship Non-Stock _____ days ARO _____

DATE _____